

RESOLUTION NO. _____

*definition 3
project*

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A RESOLUTION OF THE SEWER AUTHORITY MID-COASTSIDE
TO AMEND ARTICLE IV, SECTION (B), ADDING SECTIONS
(C), (D), (E), (F), (G), (H), (I) AND (J), AMENDING
ARTICLE VII OF THE JOINT POWERS AGREEMENT DATED FEBRUARY 3, 1978
CREATING THE SEWER AUTHORITY MID-COASTSIDE

WHEREAS, the Sewer Authority Mid-Coastside (SAM) was, on
February 3, 1976, formed by execution of a joint powers agreement
entitled "An Agreement Creating the Sewer Authority
Mid-Coastside", and

WHEREAS, Article X, section (D) of said ~~A~~ agreement provides
that any amendment of same may only be accomplished by the
unanimous consent of all member agencies, and

WHEREAS, Article IV, Section (B) of said ~~A~~ agreement, as
subsequently amended by "An Agreement Amending and Agreement
Creating the Sewer Authority Mid-Coastside" dated June 21, 1976,
identifies the present project of SAM simply as Plan F of the
Project Report submitted to the State on August 13, 1975, and

WHEREAS, the member agencies desire to amend their Agreement
in order to more precisely describe the project to be constructed
as well as their respective rights and obligations.

NOW THEREFORE BE IT RESOLVED, that Article IV, Section (B)
of "An Agreement Creating the Sewer Authority Mid-Coastside" dated
February 3, 1976, is further amended to read, Sections (C), (D),
(E), (F), (G), (H), (I) and (J) are hereby added to read, and

Article VII is amended to read, as follows:

"(B) Present Project.

(1) Description. The member agencies agree that the initial project to be commenced by the Authority shall be the fully consolidated San Mateo County mid-coastside wastewater treatment and disposal system as envisioned in Plan F of the Supplemental Project Report - Phase I/Final Project Report submitted to the State on August 13, 1975, as hereby amended. The Present Project is a fully consolidated secondary treatment and disposal system composed of the following general components:

a. An intertie pipeline and attendant pumping facilities connecting the three existing separate collection systems.

b. One secondary activated sludge treatment plant located at the site of the existing Half Moon Bay treatment facilities.

c. One ocean outfall pipeline discharging the combined treated effluent into the ocean adjacent to the existing but now defunct Half Moon Bay outfall line.

d. A reclamation pipeline to carry secondarily treated effluent from the treatment plant at the Half Moon Bay site south to the golf course and adjacent agricultural and floricultural lands.

(2) Phasing. The Present Project is hereby divided into two phases, with the first phase being composed of all project components except the treatment facilities, and the

second phase being composed solely of the treatment facilities.

Construction of the first phase of the project shall proceed on the time schedule as set forth in SAM's N.P.D.E.S. permit as may be amended. Construction of the second phase of the project shall be deferred until after the final size and configuration of the treatment facilities can be confirmed by the California Coastal Commission after the Land Use Plan portions of the Local Coastal programs are completed.

(3) Estimated Cost. The estimated cost of Phase I of the Present Project is \$_____.

"(C) Alternate project.

(1) Description. The member agencies agree that the alternate to the Present Project to be commenced by the Authority shall be the partially consolidated San Mateo mid-coastside wastewater treatment and disposal system as envisioned in Plan A of the Supplemental Project Report - Phase 1/Final Project Report submitted to the State on August 13, 1975, as may be amended. The Alternate Project differs from the Present Project in the treatment plant and, possibly, in the intertie components. Under this concept each of the existing three treatment plants would either be replaced or upgraded to provide a reliable secondary level of treatment; their separate effluents would be connected to the intertie pipeline and/or ocean outfall pipeline. The intertie component of the Alternate Project would be either as designed for the Present Project or, alternatively, the portion of the intertie between Granada's treatment facilities and the ocean outfall would be a pure force main. In the latter case,

the pumping facilities would be modified so as to eliminate the need for the Avenue Portola pump station.

(2) Phasing. The Alternate Project is divided into two phases in the same manner as that described in the Present project as above.

(3) Estimated Cost. The estimated cost of Phase I of the Alternate project is \$_____.

also Phase II
"(D) Conditions for Substituting Alternate Project for Present Project. The Alternate Project will be constructed in lieu of the present project if either:

(1) The Alternate Project is determined to be more cost effective than the Present Project; or,

but not effective?
must be cost effective
(2) Subject to the application of the Buy-Sell Provisions set forth in Section (F) below, the California Coastal Commission approves a capacity in the consolidated treatment facilities which would result in any member agency receiving an allocation of such capacity which is less than the member agency requires to service its projected needs through the year 2000, as such needs are determined by the Land Use Plan portions of the Local Coastal Programs.

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The determination of cost-effectiveness under Subsection (1) above shall be based upon a study performed in accordance with the requirements for such studies as set forth in applicable State and Federal regulations governing grant funding for the construction of water pollution control facilities.

"(E) Sizing of Facilities and allocation of Capacity.

(1) Present Plan. Subject to the application of the

Buy-Sell Provisions set forth in Section (F) below, capacities (measured in millions of gallons per day of average daily dry weather flows) of component facilities shall be sized and allocated as follows:

a. Intertie and pumping facilities:

1. From the Montara collection system to the Granada collection system: not less than 0.5 MGD allocated exclusively to Montara.

2. From the Granada collection system to the ocean outfall: not less than 1.3 MGD, of which 0.5 MGD is allocated to Montara and the balance is allocated to Granada.

b. Ocean outfall: not less than 2.0 MGD, of which 1.0 MGD is allocated to Half Moon Bay, 0.5 MGD is allocated to Montara, and the balance is allocated to Granada.

c. Reclamation line: not less than 0.5 MGD.

d. Treatment facilities: The total capacity of the treatment facilities shall be not less than 1.5 MGD plus the amount of capacity required to service the projected needs of Granada up through the year 2000, as such needs are determined from the Land Use Plan portions of the Local Coastal Programs. This capacity shall be allocated: 1.0 MGD to Half Moon Bay; 0.5 MGD to Montara; and the balance to Granada.

(2) Alternate Project. Subject to the application of the Buy-Sell Provisions set forth in Section (F) below, the

HMB will never agree to 2a + 2d because Granada gets all additional capacity?

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not greater than 2.0 mgd

capacities of component facilities shall be sized and allocated in the same manner as in the Present Project, except that with respect to the individual treatment facilities, the following shall apply:

70X- a. The capacity of each such facility shall not be (less than its present design capacity;

b. The capacity of the Granada treatment facility shall be based upon projected capacity requirements to serve Granada's needs through the year 2000, as such needs are determined from the Land Use Plan portion of the Local Coastal Programs; and

c. The total capacity of each treatment facility shall be allocated exclusively to its respective member agency.

"(F) Buy-Sell Provision

(1) General Rule. A member agency shall be required to sell excess capacity allocated to it in jointly used facilities, and another member agency with insufficient capacity shall be required to buy such capacity. Reallocation of capacity shall occur as set forth in this section.

(2) Definitions.

a. "Excess capacity" means an amount of capacity allocated to a member agency in jointly used facilities which exceeds the projected capacity needs of the member agency up through the year 2000, as such needs are determined from the Land Use Plan portions of the Local Coastal Programs.

b. "Insufficient capacity". A member agency has insufficient capacity in jointly used facilities if its projected capacity needs up through the year 2000, as determined from the Land Use Plan portions of the Local Coastal Programs, is less than the capacity allocated to the member agency.

c. "Deficit" is the differential amount of a member agency's insufficient capacity.

d. "Jointly used facilities" are facilities constructed pursuant to this Agreement which are used jointly by a member agency with another member agency, or with both other member agencies.

e. Variations of the words "allocate" and "allocation" used in conjunction with the word "capacity" refer to rights granted to a member agency under this Agreement to discharge specified maximum amounts of sewage into jointly used facilities.

f. "Sell" and "buy" as used herein, refer to the process by which an allocation of capacity to one member agency shall be reallocated to another member agency in return for monetary compensation computed in accordance with the requirements of this Section.

(3) Manner of transfer of capacity allocation rights.

a. Automatic transfer. The transfer of allocated capacity pursuant to this Section shall occur automatically when the following conditions have been met:

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1. The Land Use Plan portions of the Local Coastal Programs demonstrate that one or more member agencies has excess capacity and one or more member agencies has insufficient capacity; and

2. The member agency or agencies transferring capacity has been compensated as provided in this Section.

b. Multiple transferors. In the event two member agencies have excess capacity in a particular jointly used facility, and one member agency has a deficit, the following shall apply:

1. All of such capacity shall be transferred to the transferee agency if required to satisfy, in whole or in part, the transferee agency's deficit.

2. If the total excess capacity of the transferor agencies is greater than the amount of the transferee agency's deficit, each transferor agency shall transfer a proportionate share of its excess capacity, computed as follows:

$$\begin{array}{lcl} \text{Transferor} & \text{Amount of Transferor} & \\ & \text{Agency's Excess Capacity} & \times \text{Transferee} \\ \text{Agency's Proportionate} & = & \text{Total Excess Capacity} \quad \text{Agency's Deficit} \\ \text{Share} & & \text{of Both Transferor} \\ & & \text{Agencies} \end{array}$$

c. Multiple transferees. In the event one agency

has excess capacity in a jointly used facility, and two agencies have deficits, the following shall apply:

1. All of the transferor agency's excess capacity shall be transferred to the transferee agencies if necessary to satisfy, in whole or in part, the deficits of both transferee agencies.

2. If the total of the deficits of both transferee agencies is greater than the excess capacity of the transferor agency, each transferee agency shall receive a proportionate share of the excess capacity computed as follows:

$$\begin{array}{lcl} \text{Transferee Agency's} & \text{Transferee Agency's} & \text{Transferor Agency's} \\ \text{Proportionate Share} & = \frac{\text{Deficit}}{\text{Total Deficit of Both}} & \times \text{Excess Capacity} \\ & \text{Transferee Agencies} & \end{array}$$

(3) Compensation: When capacity has been reallocated pursuant to Subsection (2) above, a transferee agency shall pay a transferor agency the dollar amount which results when the percentage of capacity reallocated is multiplied by the transferor agency's cost for the particular jointly used facility.

a. The "Transferor agency's cost" is the amount actually paid by it as its local share of the cost of the particular jointly used facility, pursuant to Section (G) below, plus interest at 7% per annum compounded annually from the date or dates of actual payment to the date of reallocation.

b. The "percentage of capacity reallocated" is computed by taking the amount of reallocated capacity supplied by the transferor agency and dividing that sum by the amount of the transferor agency's allocated capacity in the particular jointly used facility prior to reallocation, and then by multiplying that quotient by 100.

"(G) Cost Sharing - Planning, Design and Construction.

(1) Present Project. Each member agency's share of the local cost to plan, design and construct the Present Project shall be borne as follows:

a. The cost of that portion of the intertie pipeline and pumping facilities used solely by Montara shall be borne solely by Montara.

b. The cost of that portion of the intertie pipeline and pumping facilities used solely by Granada shall be borne solely by Granada.

To be
negotiated

c. The cost of that portion of the intertie pipeline and pumping facilities used jointly by Montara and Granada shall be borne

d. The cost of the treatment facilities shall be borne 1/2 by Half Moon Bay, 1/4 by Granada, and 1/4 by Montara.

e. The cost of the ocean outfall pipeline shall be borne 1/2 by Half Moon Bay, 1/4 by Granada, and 1/4 by Montara.

f. The cost of the reclamation line shall be borne

agreement re basis for appropriate credit?
totally by Half Moon Bay.

g. Appropriate credit shall be given any member agency for any of said member agency's existing facilities which are effectively and economically integrated into the project.

(2) Alternate Project. Each member agency's share of the local cost to plan, design and construct the Alternate Project shall be as with the Present Project, except that the cost of replacing or upgrading the individual treatment plants shall be borne solely by each agency for its own respective plant.

Alternate "(H) Cost Sharing - Operations and Maintenance.

commitment w/ Half Moon Bay
No.1 of (H) (1) Present Project. All costs to operate and maintain the SAM system shall be apportioned among and paid by the member agencies in proportion to the actual flows of wastewater contributed by each member agency to each component of the system. No member agency shall be required to contribute to and pay for operation and maintenance costs of any component of the system as to which such member agency does not contribute wastewater effluent.

this would be a bookkeeping nightmare
(2) Alternate Project. The apportionment of costs for operation and maintenance of the Alternate Project shall be the same as for the Present Project, and in that regard, the costs for operating and maintaining the individual treatment facilities shall be borne exclusively by the respective member agencies.

Alternate "(H) Cost Sharing - Operations and Maintenance.

No.2 of (H) (1) Present Project. All costs to operate and maintain the entire SAM system shall be apportioned among and paid

by the member agencies in proportion to the actual flows of wastewater contributed by each member agency into the system.

(2) Alternate Project. The apportionment of costs for operation and maintenance of the Alternate Project shall be the same as the Present Project except that the costs for operating and maintaining the individual treatment ^{facilities} shall be borne exclusively by the respective member agencies.

"(I) Implementation of Project

(1) Authorization to Construct Project. Subject to all of the terms and conditions of this Agreement, as amended, including with particularity Sections (B) through (H) above, and this Section (I), the member agencies hereby authorize SAM to immediately pursue and complete all planning and design efforts, including all requirements of State and Federal law, and to promptly commence construction of the Present Project or, if appropriate, the Alternate Project. In this regard SAM is authorized to accept the terms and conditions of the State Water Resources Control Board Construction Grant Funding Contract, a copy of which is attached hereto as Exhibit ____, and incorporated herein by reference. SAM is also authorized to accept Coastal Development Permit Nos. P-79-93, P-79-74, and P-79-75 in the form attached hereto as Exhibits ____, ____, and ____, respectively, and incorporated herein by reference. The foregoing authorizations are subject to the following conditions.

OK? Provision for billing collect

a. SAM shall immediately take such steps as may be necessary to obtain relief by amendment, or otherwise, from Condition 5 of Coastal Development Permit No. P-79-73 and

Condition 6 of No. P-79-74, insofar as said conditions may be interpreted to require actual construction of the intertie pipeline from south to north in such a manner as to negate potential cost benefits that may be realized by implementation and construction of the Alternate Project.

b. SAM shall immediately process an application for amendment of Coastal Development Permit No. P-79-73 to increase the size of each of the presently designed gravity sections of the intertie pipeline between Granada and Half Moon Bay by three (3) inches in diameter.

c. In the event the Alternate Project is to be constructed, SAM shall promptly process an application to amend Coastal Development Permit No. P-79-73 to convert the portion of the intertie pipeline between Granada and Half Moon Bay to a pure force main, to eliminate the Avenue Portola Pump Station, and to make changes to the other intertie pipeline pumping facilities as may be determined to be necessary.

d. SAM shall submit a construction schedule to the Central Coastal Regional Commission within two weeks from the date of this Amendment to this Agreement.

e. In the event the Central Coastal Regional Commission refuses to grant the requested action set forth in Subsections a, b, and c above, which the parties agree would be primarily for Granada's benefit, Granada shall be authorized to pursue available administrative and judicial remedies, in SAM's name but at Granada's expense.

(2) Utilization, Operation and Maintenance of the SAM System. The member agencies hereby agree to utilize the SAM system when construction is completed and to ensure that the system is properly operated and maintained in accordance with the valid requirements of the Regional Water Quality Control Board. Operations and maintenance shall be carried out in accordance with Article VII of this Agreement.

"(J) Capacity Requirements of Member Agencies.

In the foregoing Sections of this Article IV, it has been assumed that the Land Use Plan portions of the Local Coastal Programs will establish the projected capacity needs of member agencies up through the year 2000. In the event that member agency capacity needs are not so determined, the member agencies agree that such determination shall be made by the California Coastal Commission pursuant to California Public Resources Code §30412(c)(3) taking into consideration the requirements of State and Federal law including, in particular, the provisions of 33 USC §1284(a)(5) of the Clean Water Act of 1977, as well as the sewerer resident population projections (1979 Report) of the Association of Bay Area Government for the year 2000 together with recreational and other priority uses established by the Coastal Act, and, finally, any Master Plan capacity requirement studies conducted by any member agency in an attempt to provide information to be utilized in applying the above legal guidelines."

BE IT FURTHER RESOLVED that Article VII, Section (A) of the Agreement, as amended, is further amended to read as follows:

"(A) Maintenance and Operation of Facilities. The authority shall operate and maintain all of the facilities constructed pursuant to this Agreement, and shall do so in an efficient and economical manner, and in a manner not detrimental to the member agencies. The Authority's obligations in this regard shall be carried out in such a manner as the Board may hereafter determine except that unless the member agencies unanimously so agree in writing hereafter, the facilities shall not be operated or maintained by one or more member agencies."

BE IT FURTHER RESOLVED as follows:

A. This Amendment to the Joint Powers Agreement constitutes project approval and budget approval in accordance with and as required by Section (F) of Article III and Section (B) of Article V of the Agreement.

B. To the extent anything contained in this Amendment is inconsistent with any of the provisions of the Agreement not specifically amended hereby, it is intended that the provisions of this Amendment shall control.

* * * * *

I hereby certify that the foregoing resolution is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Board of Directors of the Sewer Authority Mid-Coastside as a meeting thereof held on the _____ day of _____ 1979 by the following vote:

*from 6
agreement?
do acts necessary
to assure SPM
compliance w/
terms of grant
SPM to apply for
grant*